

**DEPARTMENT OF HEALTH
OFFICE OF EMERGENCY MEDICAL SERVICES (OEMS)
1041 TECHNOLOGY PARK DRIVE
GLEN ALLEN, VA 23059**

MODIFICATION/RENEWAL OF CONTRACT

Date: June 27, 2019

Contract Number: 517-16-101

Renewal Number: 2

Modification: 2

Issued By: Commonwealth of Virginia
Virginia Department of Health
Office of Emergency Medical Services (OEMS)
1041 Technology Park Drive
Glen Allen, VA 23059

Contractor: Image Trend Inc.
20855 Kensington Boulevard
Lakeville, MN 55044

Commodity: 92000 Computer Services

This Renewal Agreement is entered into pursuant to section **IV. Special Terms and Conditions**, Item E. **Renewal of Contract** of 517-16-101. The period of performance is hereby renewed from July 1, 2019 through June 30, 2020.

TOTAL Estimated Amount of this Contract during this Renewal Term: \$104,140.00.

These **Contract Modifications** are entered into pursuant to Section **III. General Terms & Conditions**, item M Changes to The Contract; page 7 of the Solicitation.

Section IV. Special Terms and Conditions Page 11; Term G is hereby changed to read:

- G. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, disclosure will not be divulged without the individual's and the agency's written consent, and only in accordance with federal law, including the HIPAA Privacy rule or the Code of Virginia.

Contractors who utilize, access, or store personally identifiable information (PII), protected health information (PHI), and electronic protected health information (ePHI), in performance of a contract, and in support of the HIPAA Privacy and Security regulations, are required to safeguard PII and PHI by:

- a. implementing appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to ePHI,
- b. ensure that any subcontractors the contractor may engage on its behalf, and will have access to PHI, agrees to the same restrictions and conditions that apply to the business associate with respect to such information, and
- c. immediately notifies the agency of any breach, in the security of such information.

Contractors shall allow the agency to both participate in the investigation of incidents and external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

**Section V. Special Terms and Conditions-Information Technology Goods & Services, Page 13;
Term K, L, M, N, is hereby added to read:**

K. Data Privacy In accordance with § 2.2-2009 of the *Code of Virginia*, during the performance of this contract, Contractor is required at all times to comply with all applicable federal and state laws and regulations, including those pertaining to information security and privacy.

L. CONFIDENTIALITY OF HEALTH RECORDS:

By signature on this agreement, the Contractor agrees to comply with all applicable statutory provisions and regulations of the Commonwealth of Virginia and in the performance of this agreement (agreement) shall:

1. Not use or further disclose health records other than as permitted or required by the terms of this agreement or as required by law;
2. Use appropriate safeguards, as defined by HIPAA the Privacy and Security Rules to prevent use or disclosure of health records other than as permitted by this agreement;
3. Report to the Department of Health any use or disclosure of health records not provided for by this Agreement;
4. Mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of health records by the Contractor in violation of the requirements of this agreement;
5. Impose the same requirements and restrictions contained in this agreement on its subcontractors and agents;
6. Provide access to health records contained in its records to the Department of Health, in the time and manner designated by the Department of Health, or at the request of the Department of Health, to an individual in order to afford access as required by law;
7. Make available health records in its records to the Department of Health for amendment and incorporate any amendments to health records in its records at the Department of Health request; and
8. Document and provide to the Department of Health information relating to disclosures of health records as required for the Department of Health to respond to a request by an individual for an accounting of disclosures of health records.

The contractor shall provide evidence of compliant and ongoing internal control of sensitive and/or private data and processes through a standard methodology, including the Health Insurance Portability and Accountability Act (42 USC Sec. 1320D et seq., the federal rules adopted thereunder (45 CFR Parts 160, 162 and 164, as applicable), and the American Institute of Certified Public Accountant (AICPA) Service

Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the contractor's internal controls. There shall be an appropriate separate instrument, i.e., a business associate agreement (BAA), executed between the parties further protecting the privacy and security of data."

M. Section 508 Compliance

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

N. Non-Visual Access

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:

- (i) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (iii) Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals, who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.


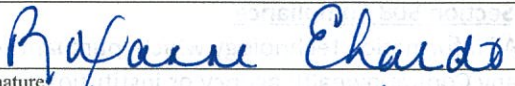

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

Except as provided herein, all terms and conditions of contract # 517-16-101, including any previously approved modifications, remain unchanged and in full force and effect.

IMAGE TREND, INC.

VIRGINIA DEPARTMENT OF HEALTH

Signature  <small>Joseph T. Graw (Jun 27, 2019)</small>	Signature  
Print Name Joseph T. Graw	Print Name Div. Director, Procurement
Title COO	Title June 28, 2019
Date Jun 27, 2019	Date

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §§2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation or veteran status or any other basis prohibited by state law relating to discrimination in employment.